

Supplemental Work Order #2

City of Everett Internet Service

This Supplemental Work Order (SWO) is executed by the Snohomish County Department of Information Services (SCDIS) and CITY OF EVERETT (COE) pursuant to the terms and conditions of the Intergovernmental Agreement (IMA) dated the 23rd day of April, 2010. The parties acknowledge that they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the IMA. This SWO sets forth the obligations of the parties with respect to SCDIS's provision of information services to COE. This SWO also serves as the Service Level Agreement, (See Responsibilities and Service Level Expectations, section 16 of this SOW) between COE and SCDIS.

1. **Purpose:** The purpose of this SWO is for SCDIS to provide to COE supplemental information technology services as specified in Appendix A.
2. **Scope of Work:** The specific services covered by this SWO includes the "Primary" items listed in Appendix A – Services Listing and any item directly "associated" with the primary item after acceptance by SCDIS.
3. **Term and Termination:** The term of this SWO is effective upon the date of execution by both parties and will co-term with the IMA or be **terminated upon written notification to the other party. Either party may terminate this SWO upon ninety (90) day's written notification to the other party. In the event the IMA is terminated, this SWO shall also terminate on the IMA termination date.**
4. **Prohibited Use of Services:**
 - a. Customer shall not use any Service in a manner which Snohomish County reasonably determines may adversely affect Snohomish County systems, other Snohomish County customers, the integrity and operation of Snohomish County's business, or Snohomish County's ability to provide Services to other Snohomish County customers.
 - b. Snohomish County has the right, but not the obligation, to monitor any activity and content associated with the use of the Services. Snohomish County may cooperate with law enforcement agencies in any investigation related to the use of a Snohomish County Service and investigate any complaint or reported violation of law or Snohomish County policies and take any action it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of a Service, removal of materials on a Snohomish County-hosted web site, and disclosure of information to law enforcement agencies, including but not limited to user contact details, IP addressing and traffic information, usage history and posted content, in response to requests Snohomish County reasonably deems to be legally enforceable.
5. **Resale of Snohomish County Services:** Customer shall not resell or provide free of charge any Service to any third party without first entering into a Contract for Service with Snohomish County which permits these activities.
6. **Designated Points of Contact and Escalation Points:** SCDIS's designated point of contact for COE to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDIS Help Desk at (425) 388-3378, Monday – Friday, 7:30 a.m. – 5:00 p.m. Schedule is subject to change by written notice from SCDIS.
7. **SCDIS Contacts and Escalation Points:**

Service Desk
Service Desk Supervisor

425-388-3378
425-388-3938

Networking / Telecom Supervisor (Secondary)	425-388-7171
Client Services Supervisor	425.388-3938
Systems Manager (Primary)	425-388-3212
Technology Coordinator	425-388-3904
Director:	425-388-3730
FAX:	425-388-3999

COE's designated point of contact for SCDIS to send invoices, problem-solve and otherwise conduct business shall be:

<u>Primary COE Contact:</u>	<u>Additional COE staff members</u>
<u>IT Director</u> <u>2930 Wetmore Ave Suite 6A</u> <u>Everett, WA 98201</u> <u>425.257.8776</u> <u>it@ci.everett.wa.us</u>	<u>Judy Brittain</u> <u>Operations Supervisor</u> <u>425.257.6401</u> <u>jbrittain@ci.everett.wa.us</u> <u>Dan Bartlett</u> <u>Network Services Technical Lead</u> <u>dbartlett@ci.everett.wa.us</u> <u>425.257.8667</u>

8. **Payment for Services:** SCDIS will invoice COE for these services on a yearly basis for the monthly recurring costs of the Network / Integration services and deliverables as specified in Appendix A of this SWO. Payment of invoices shall occur within net thirty (30) days from receipt of invoice. Payments that are more than thirty (30) days delinquent shall incur a one percent (1%) late payment fee. Invoices with balances more than ninety (90) days delinquent may be terminated by SCDIS and services discontinued.
9. **Declined Equipment:** _____

10. **Pricing and Service Fees:** The pricing and fee schedule for services provided by SCDIS are outlined in Appendix A of this SWO.
11. **Billing and Invoicing:** Billing and invoicing will be in accordance with procedures outlined in the IMA. COE will be billed yearly for services rendered. COE will be billed in full for services rendered up to and including the date SCDIS receives COE's cancellation or change request.
12. **Modifications / Changes:** This SWO may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to this SWO and will take precedence over the original SWO.
13. **Conflicts between SWO and IMA:** Should any conflicts exist between any SWO and the text of IMA, the text of the IMA shall prevail.
14. **Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this SWO without the prior express written request and consent of each party.
15. **Notices:** Notices and other communications between Snohomish County and Customer which are required by or specified in the Contract for Service may be delivered by electronic mail. Communications related to the Contract for Service may be directed to Snohomish County at SIS-Telecommunications@snoco.org. Customer shall provide Snohomish County with a valid email address to be used by Snohomish County for communications related to the Contract for Service and shall update that address as needed. Snohomish County shall fulfill its obligations under the Contract for Service by

providing Customer with notice at the email address most recently provided to Snohomish County by Customer for use in providing notices pursuant to the Contract for Service.

16. Responsibilities and Service Level Expectations

a. SCDIS Responsibilities:

- i. Provision Internet Service via "Meet-Me" cabinet to COE.
- ii. Provide Internet service on a per megabyte basis billed monthly
- iii. Provide a pooled IP address range to support COE's public IP addressing needs
- iv. SCDIS takes no ownership when it comes to the repair of COE owned equipment, SCDIS will provide escorted access to the Network Operations Center (NOC) between the hours of 6:00 am and 12:00 am Monday Through Friday and 7:00 am to 3:00 pm on Saturdays. Access to Network Operations center after hours or on Sundays will result in a minimum three (3) hour charge at one hundred dollars (\$100.00) per hour. Contact 425.388.3378 for access to the facility.

b. COE Responsibilities:

- i. Provide fiber connectivity between COE and SCDIS data facilities.
- ii. Provide Ethernet Switching equipment for 2RU rack space within SCDIS Data Center.
- iii. Maintenance of Ethernet Switching equipment.

17. Emergency Response: Network outage, multi-user outage/critical event, or COE is unable to conduct business.

a. *Response Time:*

2 Hour

- b. The assigned primary response contact will make contact within 1 hour of receiving notification from either the Help Desk or Management. If contact is not made within ½ hour the call receiver will contact the secondary support contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.

18. Priority Problem Response: Network is impaired, COE is still able to conduct business; no practical workaround exists.

a. *Response Time:*

3 Hours

- b. The primary response contact will make contact with COE's designated primary contact. If contact is not made within three (3) hours, the call receiver will contact the designated secondary contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary

19. Routine Response: User is inconvenienced, or non-mission-critical application is impaired. Practical workaround exists.

a. *Response Time:*

3 Days (Maximum)

- b. The primary response contact will respond to this category of call when all other service requests of higher priority have been answered. Every effort will be made to respond within three (3) business days. This category of call includes but is not limited to, training issues, minor operational issues, and minor system inconveniences.

20. SWO Management: Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

Primary COE Contact:

IT Director
2930 Wetmore Ave Suite 6A
Everett, WA 98201
425.257.8776
it@ci.everett.wa.us

Additional COE staff members

Judy Brittain
Operations Supervisor
425.257.6401
jbrittain@ci.everett.wa.us

Dan Bartlett
Network Services Technical Lead
dbartlett@ci.everett.wa.us
425.257.8667

Primary SCDIS Contact:
JD Braathen 425-388-7171

By their signatures, **SCDIS** and **COE** hereby acknowledge and accept the terms and conditions of this SWO.

City of Everett

Ray Stephanson
Signature

Ray Stephanson
Print or Type Name

Mayor
Title

5-12-2014
Date

ATTEST:

Sharon Jule
City Clerk

APPROVED AS TO FORM

James D. Iles
JAMES D. ILES, City Attorney

Snohomish County
Department of Information Services.

GAGE ANDREWS
Director, Department of Information
Services

GAGE ANDREWS
Print or Type Name

Director, Information Services
Title

April 19, 2014
Date

Appendix A - SWO COE Services List and Summary Annual Costs

SCDIS will provide the following services at the prepaid support rates identified below.

After Hours Access to SCDIS Data Center

Each after hours request has a three (3) hour minimum. An additional \$200.00 per incident will be charged for each after hour incident management/access and response in excess to the contracted twelve (12) hours.

Note: Access during normal business hours will be covered under the Network Equipment Hosting service as described in Appendix B

Network Services Fees:

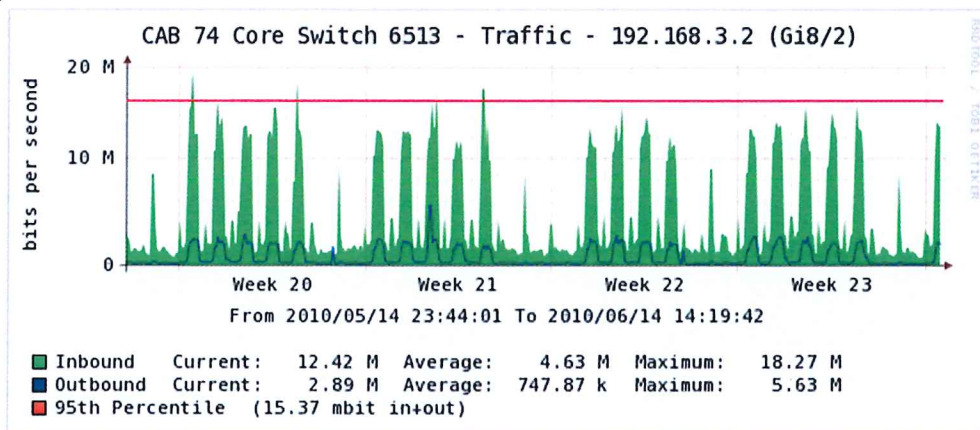
Services	Function and Identification	Qty	Charge Each	Monthly Charge	Annual charge
Internet Access for Everett Library	1Mbps via 95 th percentile	15	\$28	\$420	\$5,040
Administrative Fee	5% Admin Fee	1	\$1.40	\$21	\$252

Method for Calculating Fees

SCDIS uses RRDtool to graphically represent the customer's bandwidth and billing operations data on a monthly recurring basis. This billing activity requires the monitoring of COE data bandwidth utilization. The scope of this monitoring expressly prohibits capture, viewing or otherwise sharing data content unless required by law.

Bandwidth data is measured from the customer's activated network interface port on SCDIS internet colocation gatev switch, and recorded in a log file every 1 minute. At the end of each month, the samples are sorted from highest to lowest, and the top 5% of bandwidth utilization data is discarded. The next highest measurement (95th percent) become the billable utilization for the month.

These graphs will be made available on the customer's colocation web service portal provided by SCDIS. (See example chart below:



Appendix B – SWO Basic Services

Basic Services Definitions

Internet Transport Services

Billed on the 95th Percentile.

SCDIS Staff Support Hours of Service:

Interactive:	Monday through Friday 8:00AM through 5:00PM
After Hours Call Out:	Monday-Friday *5:00PM through 8:00AM

***Note:** Saturday, Sunday, & Holidays Not Applicable. Resources may not always be available due to emergency and/or other contingencies.

Scheduled Outages for SCDIS System Maintenance

SCDIS routinely reboots servers and systems and, performs system upgrades and adjustments during the following windows of time:

Saturdays between 7:00 am and 12:00 pm
Wednesdays between 5:30 pm and Midnight

These maintenance periods are essential to network health. If maintenance is scheduled for these periods that could impact COE's Internet service the county will notify COE two business days prior to the scheduled action.

Network Services Infrastructure

Support Services and Maintenance

SCDIS will provide services on SCDIS owned equipment as needed for standard Transport Services to include all time and materials necessary to return this service and its associated equipment to working condition upon failure. *These devices and transport services will be owned, operated, and configured by SCDIS.*

Network Equipment Hosting

SCDIS will provide Data Center Network Equipment Hosting of COE owned equipment and transports in order to access SCDIS standard Transport Services: It will be incumbent on COE to return this service and its associated equipment to working condition upon failure. *These devices and transports will be owned, operated, and configured by COE.*

Purchase, Delivery and Installation

Snohomish County DIS will provide COE up to a total 32 IP addresses for their internet service provided by Snohomish County and the required patch cables and physical connections to SCDIS network resources.

Warranty Repair Assistance

Warranty and Repair of COE electronics is solely the responsibility of COE.

Help-Desk Dispatch and Telephone Support

SCDIS will provide a single-point service to report suspected SCDIS problems which might involve SCDIS owned equipment and Transports and to assist with Data Center access and escort arrangements.

- Logging calls and dispatching the appropriate resources as necessary for on-site resolution/escort.

- Provide telephone support to assist COE in the restoration of SCDIS Contracted Services.
- Logging requests and trouble tickets via a web-enabled portal

COE agrees to utilize this service to help insure that requests for assistance are proactively tracked and managed consistent with County practices.

Basic Assistance

Basic assistance is limited to efforts deemed reasonable by SCDIS to encourage and promote the sharing of knowledge and information consistent with building cooperative services of interest to both the COE and SCDIS.

In the event that SCDIS deems requests for assistance are beyond the scope of this SWO, SCDIS will work with COE to develop and recommend approaches to meet COE requirements.